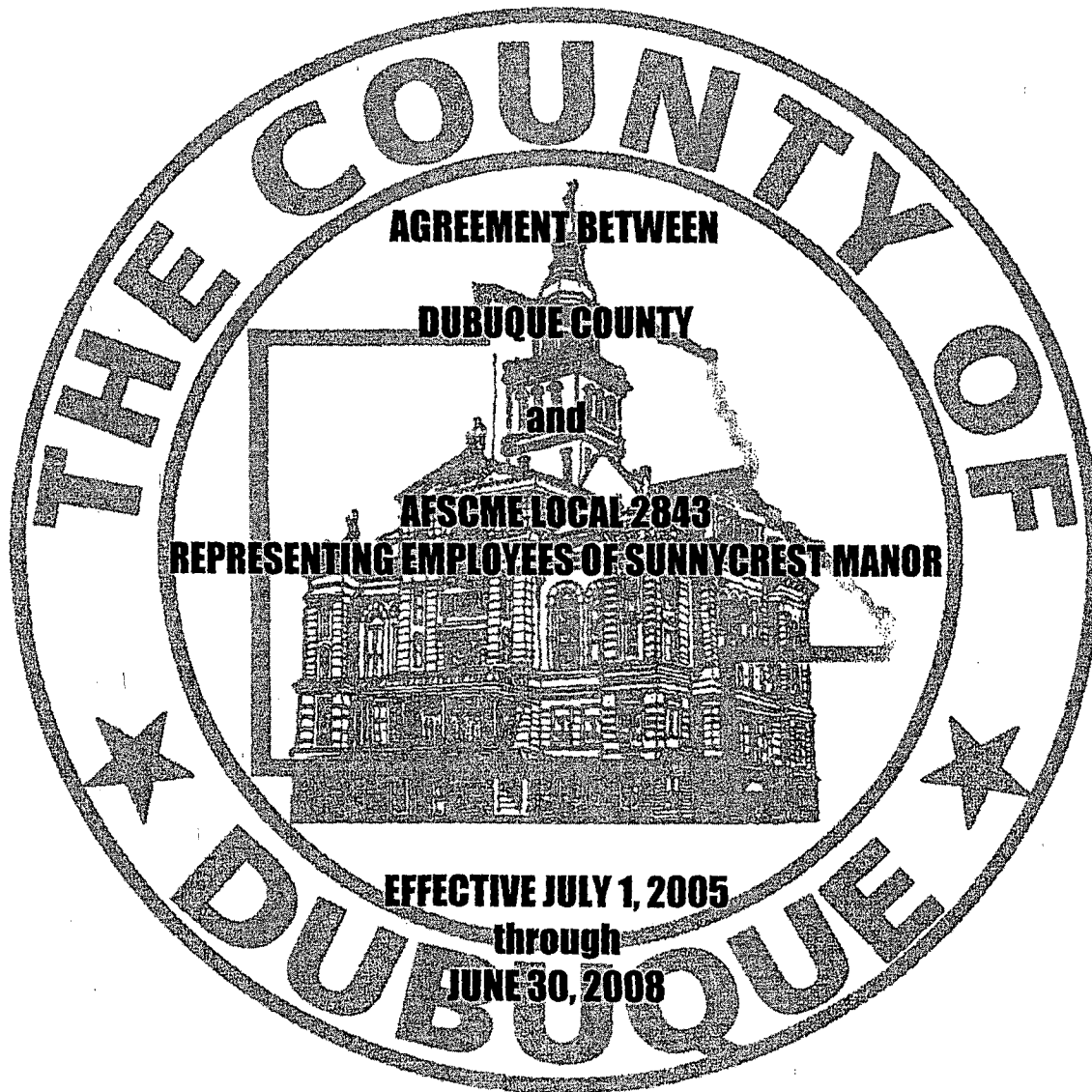


Dubuque Co.

AFSCME #2843 (Care Facility)

7/1/2005 6/30/2008

DUBUQUE CO. / AFSCME #2843 (CARE FACILITY) 05-08



This Agreement entered into by the Dubuque County Board of Supervisors for employees of Sunnycrest Manor hereinafter referred to as the Employer, and Local 2843, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, and the establishment of an equitable and peaceful procedure for the resolution of differences which arise out of this Agreement.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating those items set forth under Section 9 of the Iowa Public Employment Relations Act and other matters mutually agreed for the following employees:

All employees certified by the Iowa Public Employment Relations Board in Case Number 13 on November 14, 1975, and as amended by the Iowa Public Employment Relations Board as follows:

Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, Medication Aides, Nutrition Workers, Environmental Service Workers, Laundry Workers, Maintenance Workers, Recreation Coordinators, Restorative Nursing Assistants, Service Technicians, Residential Treatment Technicians, Environmental Service Lead Worker, Activities Coordinators, Restorative Nursing Assistants, Nutrition Supervisor, Transportation Aides, Program Instructors, Wards Clerks, Non-certified Aides and all other workers and excluding the Administrator, Director of Nursing, Food Service Manager, Activities Manager and other persons excluded under Section 4 of the Iowa Public Employment Relations Act.

ARTICLE 1 - MANAGEMENT RIGHTS

Except as expressly limited by the specific provisions of this Agreement, the Employer retains all powers, duties and rights, established by constitutional provision, statute, ordinance, charter, or specified act and retains the exclusive power, duty and right to:

1. Direct the work of its public employees;
2. Hire, promote, demote, transfer, assign and retain public employees in all positions within the public agency;
3. Suspend or discharge public employees for cause;
4. Maintain quality health care;
5. Relieve public employees from duties because of lack of work or for other legitimate reasons;
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted;
7. Take such actions as may be necessary to carry out the mission of the public employer;
8. Initiate, prepare, certify and administer its budget
9. Exercise all power and duties granted to the Public Employer by law.

ARTICLE 2 - DUES CHECKOFF

- A. The Employer agrees to deduct the Union membership assessments and/or dues, on at least a monthly basis, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer, by the last day of the following month after such deductions are made.
- B. The employee may terminate such deductions by giving written notice to the Employer (with a copy to the Union) thirty (30) days prior to such deductions. Authorization for deductions shall be effective thirty (30) days after the signature of notice.
- C. The Union will hold the Employer harmless from any and all claims, demands, suits and other forms of liability by reason of actions taken by the Employer for the purpose of complying with this section.
- D. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employees or for the disposition the Union makes of the "check-off" funds delivered to the Union.

ARTICLE 3 - HOURS OF WORK

The purpose of this article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The present hours for employees will remain as is unless circumstances require a Change

- A. **REDUCTION IN HOURS:** When a reduction of hours, permanent or temporary, is deemed necessary, the following procedure will be followed:
 - 1. Number of hours to be reduced will be determined;
 - 2. The hours of temporary, probationary and part-time employees will be reduced first;
 - 3. In the event that there are no temporary, probationary or part-time employees whose hours can be reduced, management will seek individuals who voluntarily agree to a reduction in hours
 - 4. In the event there are no volunteers, the least senior qualified full-time employee will have his/her hours reduced;
 - 5. Should the need for a major reduction of hours arise, a joint solution will be agreed upon at a Labor-Management meeting.
- B. **REGULAR HOURS:** Except for emergency situations, the regular hours of work each day shall be consecutive, except for interruptions for lunch periods.
- C. **WORK WEEK:** The workweek regularly shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations, defined below. The workweek will begin each Saturday at 12:01 a.m.
- D. **WORK DAY:** Eight (8) consecutive hours of work within the twenty-four (24) hour period shall constitute a regular workday.
- E. **WORK SHIFT:** Eight (8) consecutive hours of work shall constitute a regular work shift for full-time employees. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.
- F. **WORK SCHEDULE:** Work schedules showing the employees' regular shifts, workdays, and hours shall be posted on the bulletin board at all times, at least fourteen (14) working days in advance of the scheduled work. If it becomes necessary to change individual employees' work schedules within a classification, first the Employer will seek volunteers by seniority. If not enough employees volunteer, the employee with the least seniority will be assigned, except as provided in Section G of this section. Employees will be given eight (8) hour's notice of such schedule changes. For purposes of this section the first 14 working days of employment will not be considered applicable for

choosing the employee with the least seniority.

- G. CONTINUOUS OPERATION: Full-time certified nursing aides will be regularly scheduled for eighty (80) hours of work in a fourteen (14) day work period with at least every other weekend off. Weekend for the purposes of this section is defined as Friday-Saturday, Saturday-Sunday, and Sunday-Monday. Part-time nursing employees will receive every other weekend off.

Part time employees in every classification, including probationary employees, shall have at least every sixth (6th) weekend off (Saturday-Sunday). Eligible part time employees as defined in Article 5, section B(1) required to work the sixth weekend and every weekend thereafter without a weekend off shall receive compensation at the rate of time and one half for all hours worked these weekends.

The present schedules for LPN's, RN's, Activities, Kitchen, Housekeeping, Maintenance, Program Instructors and Laundry will remain as is unless unforeseen circumstances require a change.

H. REST PERIODS:

1. All employees' work schedules, except for those provided for in Section "2" below, shall provide for a fifteen (15) minute rest period during each one-half shift. Employees are subject to call during breaks described in this section.
2. Employees who are scheduled to work less than eight (8) hours a day shall be provided a rest period on a prorated basis.
3. Employees who for any reason work beyond an 8-hour shift into the next shift shall receive a (15) minute rest period before they start to work a minimum of four (4) hours. In addition, they shall be granted the regular rest periods that occur during the shift.

- I. CLEAN-UP TIME: Employees will be allowed a necessary clean up period not to exceed five (5) minutes immediately preceding the end of their work shift.

- J. LUNCH PERIOD: Employees shall receive a one-half hour unpaid lunch period and shall not be subject to call except in a life-threatening situation, fire, natural disaster or medical emergency, etc.

- K. Employees who leave the facility during the lunch period are required to punch out.

ARTICLE 4 - PROBATIONARY PERIOD

- A. The probationary period shall be the first six (6) months of employment, during which time the employee shall have no seniority rights or recourse to the grievance procedure. If the employee is retained, the seniority rights shall be credited from the date of hire. Upon successful completion of this probationary period, employees shall be entitled to benefits accrued but not granted, from the initiation of the probationary period. Scheduled days not worked shall not be part of the probationary period.
- B. Employees who change employment status from part-time to full-time will be eligible for benefits as provided below. The probationary period shall be the initial six (6) months of employment.
- C. If the employee has completed his/her probationary period prior to changing status from part-time to full-time, he/she shall be eligible for all benefits of a regular full-time employee as provided in this contract.

If the employee has not completed his/her probationary period prior to changing status from part-time to full-time, he/she shall be required to complete his or her probationary period before becoming eligible for benefits of a regular full-time employee as provided by this contract.

ARTICLE 5 - EMPLOYEE BENEFIT ELIGIBILITY

The purpose of this Article is to define employee eligibility for benefits outlined in this Agreement. It is not intended to define an employee's employment status.

- A. **PERMANENT FULL-TIME EMPLOYEES:** Defined as an employee whose average regular schedule is thirty-two (32) or more hours per week or sixty-four (64) hours in a fourteen (14) day work period. Such employees shall be entitled to all benefits of this contract.
- B. **PERMANENT PART-TIME EMPLOYEES:**
 - 1. Part-time employees whose annual average work hours are less than thirty-two (32) per week, but more than twenty (20) hours per week shall not receive benefits under this contract except as specifically indicated below, provided herein, or as required by State or Federal law.
 - a. **Holidays:** All part-time employees who work on a Holiday shall be compensated for hours worked at one and one-half times their

current hourly rate plus holiday pay at the number of hours worked times their current hourly rate of pay.

- b. Vacations: Part-time employees as defined above shall earn a prorated vacation based on the total number of hours worked in their anniversary year divided by fifty-two weeks.
 - c. Sick Leave: Part-time employees as defined above shall earn Prorated sick leave at the rate of four hours per month.
 - d. Bereavement Leave: Part-time employees as defined above shall be granted pay for one day of bereavement leave, which must be a scheduled day of work and must be the day of the funeral or private or public service of choice.
 - e. Personal Day. Part-time employees must complete the probationary period to be eligible for personal days. An employee who has completed his/her probationary period by January 1 will receive two (2) personal days. An employee who has completed his/her probation by April 1 will receive one (1) personal day. Prorated personal days will be calculated on the basis of the average hours for the first six months of employment. Personal days must be utilized prior to June 30 of the year in which they are earned.
2. Part-time employees whose annual averaged work hours are less than twenty (20) per week will earn benefits on a prorated basis unless specifically provided herein or required by State or Federal law.
- C. TEMPORARY EMPLOYEES: Employees employed for a period of four (4) months or less shall not be entitled to any benefits provided by this contract unless specifically required by State or Federal Law.
- Employees employed for a period of four (4) months or more shall be entitled to all benefits provided by this contract.
- D. STATUS CHANGE: Employees who change employment status from part-time to full-time will be eligible for benefits as provided below. The probation period shall be the initial six (6) months of employment.

If the employee has completed his/her probation period prior to changing status from part-time to full-time, he/she shall be eligible for all benefits of a regular full-time employee as provided by this contract.

If the employee has not completed his/her probation period prior to

changing status from part-time to full-time, he/she shall be required to complete his or her probation period before becoming eligible for benefits of a regular full-time employee as provided by this contract.

ARTICLE 6 - OVERTIME

- A. Overtime premiums will be paid under the following conditions:
1. Time and one-half for all hours worked over eight hours in a workday.
 2. Double time for the second consecutive day of work on a scheduled day off for full-time employees.
 3. Time and one-half for work on the first regularly scheduled day off of two consecutive days off for full-time employees.
 4. Time and one-half after 80 hours in a fourteen (14) day work period
 5. Double time for work done on a holiday that is an employee's scheduled day off plus eight (8) hours pay for the holiday when the employer requires the employee to work.
- B. For the purpose of computing overtime, all holiday hours paid shall be regarded as hours worked.
- C. Distribution of overtime: A sign-up list will be posted on a six (6) month basis for employees wishing to work overtime when it becomes available. Qualified employees wishing to work such overtime must sign this posted list. The Employer will make every effort to equalize such overtime over a six (6) month period within a classification; overtime offered but not worked shall count toward the equalization of overtime.
- D. When it becomes necessary to work employees overtime within applicable classifications, the employees shall be offered the overtime on a voluntary basis. However, if not enough employees are secured on a voluntary basis, the least senior qualified employee within the classification will be required to work. If required overtime has previously been worked during the workweek, the next least senior qualified employee shall be required to work. For purposes of this article only, qualified shall be defined as an employee who has completed 14 working days at the facility. This section shall be applicable to the following classifications: Full Time Program Instructor, Ward Clerk, Activity Coordinators, Maintenance, Nutrition Worker, Floor Care Worker, Floor Care Assistant, Laundry and Environmental Service Workers.
- E. Within the following classifications, a round-robin overtime schedule will be maintained: Registered Nurse, Licensed Practical Nurse, Certified Nursing Assistant, Certified Medication Aide, Restorative Nursing Assistant,

Transportation Clerk, and Program Instructor. Employees may volunteer to work overtime to be counted toward this mandated overtime when the overtime worked is for a minimum of four (4) hours within the applicable seven (7) day period.

- F. Overtime for Certified Medication Aides and Nurses: Following review of minimum staffing, the Employer will attempt to replace a nurse with a volunteer nurse. If there are no volunteers, a nurse will be required to work overtime based on Section E above. If minimum nurse staffing has been met, a Certified Medication Aide (CMA) will be required to work overtime based on Section E above. If all available CMA's have worked mandatory overtime during the preceding 30 days, a nurse will be assigned overtime based on Section E above.

ARTICLE 7 - HOLIDAYS

- A. The following Holidays will be recognized and observed. Eligible employees shall receive one (1) day's pay as defined below for each of the Holidays listed below:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veterans' Day	

The Employer will, through the scheduling process, insure each employee at least one (1) of the five (5) major Holidays (Thanksgiving, Christmas Eve, Christmas Day, New Years Eve Day or New Years Day) off in each year.

- B. Eligible office clerical employees who work Monday through Friday schedules: Whenever any of the Holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the Holiday. Whenever any of the Holidays listed above fall on Sunday, the succeeding Monday shall be observed as the Holiday.
- C. When Holidays occur on scheduled regular days off, and the employee does not work that Holiday, the employee shall receive compensation for such Holiday and shall not have the day rescheduled.
- D. Eligibility Requirements: Employees shall be eligible for Holiday pay under the

following conditions:

1. Employees must work their last scheduled workday prior to and following the Holiday, unless they are excused by the Employer.
2. Employees scheduled to work must work the holiday to qualify for the Holiday pay, unless they are excused by the Employer.
3. If a Holiday falls on a day of paid sick leave, pay for that holiday shall be issued in lieu of sick pay.

E. Holiday Pay:

1. Eligible employees who perform no work on a Holiday shall be paid their current hourly rate of pay for their normal schedule of hours for the Holiday.
2. Eligible employees who are regularly scheduled, and work on a Holiday shall be compensated at one and one-half times their current hourly rate plus their current hourly rate of pay for all hours worked on the Holiday.
3. No personal days or vacation days if taken in increments of one (1) day may be scheduled for holidays when an employee is regularly scheduled to work on that Holiday.

ARTICLE 8 - PERSONAL DAYS

- A. Eligible full time employees shall receive three (3) paid personal days each contract year. The personal days may be taken anytime during the contract year in compliance with the provisions set forth below. A paid Personal Day will be construed to mean the employee's normal schedule of hours per day, times the hourly base rate. Part-time employees shall be entitled to personal days as provided in Article 4, Section B(e).
- B. Under no circumstances shall pay be requested or approved in lieu of the personal day off with pay.
- C. A new employee must complete the probationary period in order to be eligible for personal days. An employee who has completed his/her probation by October 1st will receive three (3) personal days. An employee who has completed his/her probation by January 1st will receive two (2) personal days. An employee who has completed his/her probation by April 1st will receive one (1) personal day.
- D. Personal days may be granted as requested when the employee submits his/her

request in writing to the appropriate Department Head prior to the requested day.

The employee's written request for a specific day shall be given maximum consideration, but employees must recognize that approval or disapproval of the specific day must be contingent upon the efficient level of service due the Nursing Home.

It is recommended that the employee submit his/her written request for personal day fourteen (14) days or more prior to the posting of the schedule that contains the requested day.

- E. Employees changing from part-time to full-time status will be eligible for Personal Days outlined in provisions above and in the Employee Status article.
- F. Eligible part-time employees shall receive personal days as provided in Article 5, Section B, Subsection 1(e).
- G. Personal days must be utilized prior to June 30th of the year in which they are earned. Disputes over lost personal days may be appealed in writing to the Labor-Management Committee for review.

ARTICLE 9 - VACATION

- A. All full-time employees shall accumulate vacation according to continuous years of service on seniority anniversary dates. The vacation shall be used within a one (1) year period following such anniversary date unless carry over is approved in writing by the Administrator.
 - 1. Five (5) working days of vacation after one (1) year of continuous service.
 - 2. Ten (10) working days of vacation after two (2) years of continuous service.
 - 3. Fifteen (15) working days of vacation after five (5) years of continuous service.
 - 4. Twenty (20) working days of vacation after twelve (12) years or more of continuous service.
 - 5. Twenty five (25) working days of vacation after twenty (20) years or more of continuous service
- B. VACATION PAY: The rate of vacation pay shall be the employee's straight time

rate of pay in effect for the employee's job on the payday immediately preceding the employee's vacation. For the purpose of this Article, a working day or working week shall be construed to mean the normally scheduled working hours in a working day or working week.

C. CHOICE OF VACATION PERIOD:

1. Vacation selected by seniority, by shift and within Departments: Initial selection of vacation shall apply to no more than two (2) weeks of vacation per calendar year. One (1) week selection in each of the two (2) selection periods, or two (2) weeks in either of the selection periods.

SELECTION DATES

VACATION PERIOD

March 1 - March 15
October 1 - October 15

July 1 - December 31
January 1 - June 30

Employees will list their first, second and third choices for vacation. On April 15 and November 15, vacation schedules will be posted. For vacation selected under this section (A), vacation times are guaranteed.

Vacation selected under this section must be taken at the time selected. Any time off during the selected time will be vacation time. Vacation selected under this section must be taken in blocks of at least one full week.

- A. Vacations not selected for the respective period by the deadline dates will be granted on a first come, first served basis, contingent upon maintaining facility staffing.
- B. Employees with one (1) week vacation must schedule their vacations for the full week.
- C. Employees with two (2) or more weeks' vacation must schedule at least one of those weeks as a full week and may, at their discretion, schedule the remaining vacation in increments of one (1) or more single days.
- D. Employees requesting vacation in one (1) week blocks shall have preference over those selecting single days vacations. Subject to the conditions set forth below.
- E. Vacations once selected must be taken except in extenuating circumstances. For vacations selected under Section A, no exceptions will be made except in cases of work-related injury or

illness.

- F. Employees will forfeit their opportunity to select a vacation under this section unless the vacation is scheduled through the process outlined in this section. If an employee elects not to take the vacation as scheduled, the employee is not guaranteed an alternate week of vacation during that vacation period.
- G. Employees selecting to take vacation in increments of one (1) or more single days shall give the Employer at least fourteen (14) days notice of their intent. For vacation other than that in Section A, vacation will be granted on a first-come, first-served basis. When the employee requests vacation other than that in Section A, 30 days in advance of the vacation to be granted, the Employer shall respond to the request within one week.

In the event of extenuating circumstances the Employer may waive the fourteen (14) days' notice if the circumstances merit waiver.
- H. The employee's request for a specific vacation shall be given maximum consideration with the conditions set forth, but employees must recognize that approval or disapproval of a specific day must be considered upon the efficient level of services due the nursing home.
- I. Requests for vacation other than that in Section A shall be submitted in writing in duplicate to the Administrator or Department Head. When the request is approved one (1) copy will be returned to the employee. Requests for vacation under Section A will be submitted on the forms provided
- J. Persons who work in classifications within the Nursing Department shall be entitled to take scheduled weekend days as part of a week blocks (5 paid days) of approved vacations for as many weeks as the employee has accrued in accordance with Article 9, Section A, numbers 1 through 5 of this contract during the anniversary year in which the vacation is taken.
- K. Employees who post into positions in other departments will forfeit guaranteed vacation period previously selected if the new department cannot accommodate the dates selected.

ARTICLE 10- SICK LEAVE

A. ALLOWANCE

1. An employee contracting or incurring any non-service connected sickness or disability which renders such employees unable to perform the duties of his/her employment shall receive accrued sick leave with pay to which he/she is entitled.
2. All employees shall be allowed to use accumulated sick leave for illness of members of the employee's immediate family as defined in Article 11, Section A, when the employee is the primary care giver for the family member, not to exceed five (5) days in any twelve (12) month period. Employees shall be allowed to utilize accrued vacation, personal days or unpaid leaves of absence for illness of immediate family or those residing in the immediate household.
3. Full-time employees shall be allowed one (1) day of sick leave for each month of service to a maximum accrual of 928 hours. For purposes of this article a day shall be construed to mean the employee's normal schedule of hours times the hourly base rate. Part-time employees shall accrue sick leave as provided in Article 2(A)(3).
4. Sick leave will be paid on the basis of actual hours of work lost. Employees disabled under the Iowa Worker's Compensation Law must request the use of accumulated sick leave to make up the difference between Worker's Compensation and their regular full salary.
5. Employees on sick leave may use all accrued vacation, personal days and paid leave after all sick leave accumulation has been exhausted. Thereafter, they will be considered to be on an unpaid leave of absence for medical purposes.
6. Special Accumulation: An employee who has accrued the maximum 928 hours of sick leave shall accrue an additional thirty (30) days, 240 hours at the rate of two days per month of continuous employment in accordance with this agreement.

The Special Accumulation may be converted by the County at the employee's regular rate and shall be used to pay the employee's normal health insurance premium for up to one year's duration, if the following conditions are met:

- a. An employee must exhaust all regular sick leave accumulation,

vacation accumulation, personal days and compensatory time.

- b. An employee must be on an approved unpaid leave of absence for medical purposes.

B. NOTIFICATION AND DOCTOR'S CERTIFICATE

1. Sick leave pay shall begin on the first (1st) day of absence for illness and notice shall be given by the employee at least one (1) hour prior to his/her regular starting time, if possible. Failure to give such notice to the department head which is due to carelessness or negligence of the employee, shall result in a forfeiture of one (1) day's pay to which the employee would otherwise be entitled.
2. The Administration may require an employee to notify a supervisor or designee and/or produce a Doctor's certificate when the circumstances suggest:
 - a. Possible risk or jeopardy to a resident or residents; or
 - b. Possible risk or jeopardy to the employee or other employees;
 - c. Possible sick leave abuse.
3. In any case, other than possible sick leave abuse, the Administration may require an employee to produce the doctor's certificate before the employee is allowed to return to work. In cases of possible sick leave abuse, no sick leave will be paid unless a doctor's certificate is supplied in accordance with the Administration's request.
4. An employee may be required to produce a doctor's certificate prior to receiving sick leave pay for a sick leave day immediately before or after a non-working day if, during the previous six (6) months, said employee has received pay for a non-verified (doctor's certificate) sick leave day in conjunction with a non-working day.

ARTICLE 11 - BEREAVEMENT LEAVE

- A. In the event of a death in the family of an employee's spouse, children, step children, parents, or siblings of a full-time employee, that employee shall be granted pay for up to three (3) consecutive scheduled work days off, one of which shall be the date of the funeral or private or public service of choice. A part-time employee shall be granted pay for one day, which must be a scheduled day of work and must be the date of the funeral or private or public service of choice.

- B. In the event of a death in the family of an employee's grandchild, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, legal guardian or ward of a full-time employee, that employee shall be granted pay for up to three (3) calendar days off, one of which shall be the date of the funeral or private or public service of choice. A part-time employee shall be granted pay for one day, which must be a scheduled day of work and must be the date of the funeral or private or public service of choice.
- C. An employee shall be granted pay for one day which must be the day of the funeral or special service for the death of step parents, nieces, nephews, aunts and uncles.
- D. Scheduled days off shall be considered as part of the total funeral leave allowed when such days fall within the permissible bereavement leave days when such days are considered consecutively.
- E. Scheduled vacation days within the bereavement period may be rescheduled for liquidation during the remainder of the year.
- F. Pay for funeral leave shall be construed to mean the employee's normal schedule of hours per day, times the hourly base rate.
- G. Family relationships defined in Article 11 must emanate from the employee.

ARTICLE 12 - PAID LEAVES OF ABSENCE

- A. JURY DUTY: Qualified employees shall be granted a leave of absence with pay any time they are required to report for jury duty. The employee shall be paid the difference between actual jury duty pay and regular pay for the day(s) the employee was on such duty. If an employee is released from jury duty prior to the end of his/her shift, the employee shall report for work.
- B. VOTING IN ELECTIONS: Qualified employees entitled to vote in elections may, between the time the polls open and close, take adequate time to vote without loss of pay provided that such employees could not otherwise vote on their own time, according to applicable State or Federal statute. The Employer will schedule time which employees may take off for the purpose of voting under this section.

ARTICLE 13 - UNPAID LEAVES OF ABSENCE

- A. Leave of absence, except those enumerated elsewhere in this Agreement, without pay for periods not in excess of six (6) months may, in the discretion of the Administrator/Designee, be granted in writing to any full-time employee who has completed his/her probationary period, providing such employee does not

accept employment elsewhere.

- B. Failure to grant a leave of absence shall not be subject to the grievance procedure. However, the employer will not be unreasonable in granting such requests. The employee to whom a written leave of absence has been granted shall be entitled, at the expiration of time stated on such leave, to be reinstated to the position at the prevailing wage rate for that position. The Union shall be provided with a copy of the written leave, by the Employer, at the time such leave is granted.
- C. During an unpaid leave of absence, an employee:
 - 1. Will not receive compensation from the Employer;
 - 2. Will not earn vacation or sick leave;
 - 3. Will not collect sick leave benefits;
 - 4. Must pay pro-rated portion of group hospital and medical and group insurance premiums, reflecting an amount based on the length of the unpaid leave;
 - 5. Shall receive no other benefits during the period of the absence
 - 6. Shall not accumulate seniority after the first (1st) thirty (30) days of the leave
- D. EDUCATION: After completing one (1) year of service, any qualified employee, upon request, may be granted leave of absence for educational purposes directly related to their work. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the discretion of the Employer. Employees receiving educational leave of absence shall be expected to return to work at Sunnycrest for the length of time that the educational leave was granted.
- E. MILITARY LEAVE: Employees shall be eligible for military leave whether paid or unpaid per Federal Law or regulation.
- F. UNION BUSINESS LEAVE:
 - 1. An employee elected to a union office or selected by the Union to work which takes the employee from his/her employment with the Employer will be granted one (1) unpaid leave of absence for a period not to exceed one (1) year in duration, nor less than thirty (30) days duration.
 - 2. No more than one (1) employee at a time shall be granted such leave. A request for such leave must be in writing to the Employer stating the length of such leave. The employee must give the employer thirty (30)

days notice prior to returning from such leave.

3. Employees selected by the Union to participate in other Union activity will be granted an unpaid leave of absence at the written request of the Union for a period not to exceed the one (1) month. Normally such leaves will involve not more than one (1) employee. In the event more than one (1) employee is so selected, the Employer will evaluate each on an individual basis with the determining factor being the service capabilities of the department involved.
4. A written request for such leave shall be given to the Employer as far in advance as possible, but normally not less than ten (10) days.

G. FAMILY AND MEDICAL LEAVE ACT

1. The Dubuque County Family Medical Leave Policy shall set forth procedures and guidelines on employee use of Family Medical Leave as required by the Federal Family Medical Leave Act.
2. An employee on a Family and Medical Leave Act Leave will continue to accrue seniority. However, no benefits will accrue during the period of the leave.
3. An employee may, upon approval from the appropriate department head, hold a specific number of days for pre-approved paid time off. The process for approval or disapproval of the set aside of paid time off days is not subject to the grievance procedure.
4. An employee will be granted twelve weeks of unpaid Family & Medical Leave after sick leave and special accumulation and other paid time off has been exhausted. An employee will not be able to use paid personal sick leave for care of a family member, except as provided in Article 10, Section 1(B).

H. NOTIFICATION

1. If an unpaid or paid leave has been granted, for a period of time less than the maximum provided for in this contract, an extension may be granted provided:
 - a. A new leave of absence form is completed;
 - b. Such written request is made a minimum of ten (10) days prior to the expiration of the original request.

2. Failure to seek an extension as provided above or to return on the date so noted on the current, approved, leave of absence form may be considered the same as a voluntary quit.
3. Failure to notify the employer two weeks before the end of an unpaid leave that the employee intends to return to work shall be considered a voluntary quit.
4. Section B of this Article is applicable to this section.

ARTICLE 14 - MATERNITY LEAVE

In compliance with Iowa Code Section 601A.6, disability caused by employee's pregnancy, miscarriage, childbirth and recovery are temporary disabilities and shall be treated as such under the sick leave plan of this agreement. If the employee exhausts accrued sick leave, all accrued vacation and personal days can be used by the employee. When accrued sick leave, vacation and personal days are exhausted, employee will be considered to be on an unpaid leave of absence, under Article 13 of this contract.

ARTICLE 15 - WAGE PLAN

- A. **WAGES:** The Appendix details the wage schedule for fiscal year 2006
- B. **SHIFT DIFFERENTIALS:** All full time and part time employees working the second shift shall be paid an additional fifty (.50) cents per hour. All full time and part time employees working third shift shall be paid an additional eighty (.80) cents per hour.
- C. **DIFFERENTIALS FOR MEDICATION AIDES & RESTORATIVE NURSING ASSISTANTS:** Medication Aides and Restorative Nursing Assistants will be paid an additional seventy-five cents (\$.75) for all hours worked in those two classifications.
- D. **PAY PERIOD:** The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. In the event this day is a Holiday, the preceding workday shall be the pay date. All payroll checks shall be available as early as possible within an employee's work shift. All paycheck stubs shall include regular hours worked, overtime hours worked, gross pay, all deductions withheld and net pay.
- E. **WAGE SCHEDULE:** When any position in the bargaining unit not listed on the wage schedule is established, the Employer shall designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit

the issue as a grievance at Step "3" of the Grievance Procedure.

- F. **TIME CARDS:** Time cards shall be the official time notice upon which the employee's time is calculated. All employees shall be paid for all time worked, as recorded on time cards, or as verified by Department Heads in writing. No one shall punch in or out for any other employee or otherwise falsify time cards. Any employee found doing so will be subject to disciplinary action, including discharge.
- G. **YEARLY INCREASES:** Employees will receive the negotiated adjustment on the effective date of the Agreement.
- H. **MANDATORY OVERTIME FOR NURSES:** When Registered Nurses or Licensed Practical Nurses are required to work mandatory overtime, they will be paid at double their regular hourly rate.
- I. When change to daylight savings time occurs, employees who are working shall be paid overtime only in accordance with the Fair Labor Standards Act. When the change to Central Standard Time occurs, employees shall be paid only for hours actually worked.

ARTICLE 16 - REPORT AND CALL-IN

- A. Any employee who is scheduled to work for four (4) hours or more and who presents himself/herself as scheduled, shall be assigned a minimum of four (4) hours of work, unless the employee requests to leave work prior to the completion of the four hours, and the request is approved by the employee's supervisor.
- B. Any employee called to work outside of his or her regular scheduled shift shall be assigned a minimum of three (3) hours of work at the appropriate rate unless the employee requests to leave work prior to the completion of the three hours and the request is approved by the employee's supervisor or designee.
- C. Maintenance employees who are designated by the employer to be on on-call pay status shall be readily accessible by telephone or beeper. Employees who are designated to be on on-call pay status shall receive an 10% of their normal hourly rate of time spent on-call. Time spent actually working shall not be counted in determining hours spent on on-call pay status.

ARTICLE 17 - SENIORITY

- A. **DEFINITION:** Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. Employees hired on the same day

shall appear on the seniority list on the basis of the last four digits of their Social Security number; the employee having the lowest four digit number shall be deemed to have the greatest seniority, and so on.

- B. PROBATIONARY PERIOD: The probationary period shall be six (6) months of employment. During such time the employee shall have no seniority rights or recourse to the grievance procedure. If the employee is retained, the seniority rights shall be credited from the date of hire. Upon successful completion of this probationary period, employees shall be entitled to benefits accrued but not granted, from the initiation of the probationary period. Scheduled days not worked shall not be part of the probationary period.
- C. SEPARATION FROM EMPLOYMENT: In order to maintain effective operation of the Home, it is recognized by the parties that employees are expected to give the Employer at least two (2) weeks' notice before voluntarily terminating employment. Failure to give proper notice will result in forfeiture of accrued vacation, holiday and personal day pay. Any sick leave taken during the last two weeks of employment following notice of termination must be verified with a statement from the employee's physician. Sick leave taken under the provisions of Article 9, Section 1, Subsection B shall not require physician verification.
- D. SENIORITY: The Employer shall post on the Union bulletin board a current seniority list showing the continuous service of each full-time employee. A copy of the seniority list shall be furnished to the local union upon request. The posted list shall be updated every three (3) months.
- E. JOB POSTINGS: Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification within the bargaining unit, or as a result of the development or establishment of new classifications within the bargaining unit, a notice of such opening shall be posted on the union bulletin board for five (5) working days. For purposes of this article five (5) working days is defined to mean five calendar days for departments in continuous operation. During this period employees on layoff may complete the job bid per Job Posting policy and procedure

The posting shall include the job title, hours of work when practicable, number of hours, if part-time, and the rate of pay. In filling job vacancies or new positions, special qualifications as defined within job descriptions for the following positions will be considered first: Cook, Ward Clerk, Maintenance Technician, CNA,PI, RN, LPN, Medication Aide, OT Assistant, Activity Coordinator and Floor Care Maintenance Worker. Changes in job descriptions regarding special qualifications shall be made only on mutual agreement of Labor/Management Committee. The most senior employee posting into the position who meets the minimum special qualifications shall be granted the position. For all other posted positions without special qualifications, employees within the bargaining

unit having the most seniority will be awarded the position. For either positions requiring special qualifications or standard qualifications, if no employee bidding meets these requirements then the most senior employee bidding shall be trained for the position provided that the training can be completed in a time frame stated within the job description. If no bids are received from within the bargaining unit, the position may be filled from outside the unit.

F. TRIAL PERIOD

1. An employee shall be granted a thirty (30) day trial period, if selected under this article, to determine:
 - a. His/Her ability to perform a job.
 - b. His/Her desire to remain on the job.
2. During the thirty (30) day trial period, the employee shall have the opportunity to revert to his/her previous position. If the employee is unsatisfactory in the new position (in the opinion of the employer) notice and reasons will be submitted to him/her in writing by the employer with a copy to the Union.
3. Employees shall not be demoted for disciplinary reasons. However, they may be reassigned to another job within their capabilities if their job performance would seriously affect the operation of the facility or the welfare of the patients. Before any formal action is taken by the Employer, a review shall take place with the Labor-Management Committee.
4. For employees on medical leave who choose to bid on temporary job openings, if the person is unable to report for work during the first two weeks of the assignment because the person is unable to perform the job, the employee will have the opportunity to remain in his or her previous position. The temporary position will be given to the next qualified person bidding.
5. Employees offered the assignment or actually assigned within this procedure shall not have the right to bid again for 120 days. The employer has the right to require the employee to remain in the job for up to a fourteen day period to provide time to reschedule, notify his/her replacement, etc. The job shall not be reposted provided that one or more less senior, but qualified employees, had signed the original posting. If the employee does not actually begin the new position within 21 days from the date that the assignment is made, the 120-day provision does not apply.

6. When moving from one classification to another in the same pay range (lateral transfer), the employee will be paid the same rate of pay as that of their classification.

When moving from one classification to another in higher pay range (promotion) the employee will be placed in that step of the new pay range which will afford them at least a fifteen cent (\$.15) raise.

When moving from one classification to another in a lower pay grade (demotion) the employee will be placed in that step which will afford the employee the least diminution of pay.

G. CROSS TRAINING IN ENVIRONMENTAL SERVICES DEPARTMENT

- A. For the term of this contract, full-time employees in the Environmental Services Department will maintain job titles assigned to them as of June 30, 2002. Part-time staff will assume the title "Environmental Service Worker.
- B. Workers in the Environmental Service Department will be cross-trained in the following order, after July 1, 2002: Part-time employees, then the senior full-time employees who volunteer, and then the remaining full-time employees.
- C. Cross-training hours are to be used as trouble-shooting positions.
- D. Cross-training will be assigned to part-time staff for regular hours. Overtime hours will be assigned in accordance with Article 6, Sections C, D and E of this contract.

- H. TEMPORARY JOB OPENINGS. Temporary job openings will be posted stating the approximate term of the temporary opening, the position, and the name of the employee who previously held the position. The job opening will be filled by the Employer from the posting procedure; however, if no employees voluntarily post for the position, the least senior qualified employee may be required to fill the position until a temporary employee can be hired. Persons already employed in a department when temporary job openings (of less than 4 months) occur shall be given preference over those bidding from other departments.

Permanent part-time and full-time employees who fill temporary job openings shall retain their seniority rights and continue to accrue benefits during the time that they fill temporary openings.

Temporary employees, other than those permanent full and part-time employees who bid into temporary positions, are not entitled to benefits of this contract, including bidding rights unless employed for a period of four (4) months or more as required by State or Federal law.

- I. When an employee in a "non-professional" category moves into a position that is classified as "professional" employee will maintain seniority for the purpose of computing benefits only.

ARTICLE 18 - REDUCTION IN FORCE

- A. Whenever a reduction in employees is deemed necessary by the Employer, the procedure set forth in this Article shall be followed.
- B. The Employer will first determine the number of employees to be laid off and they will determine the individual employees to be laid off in accordance with the following steps:

STEP 1: Normal attrition resulting from employee's retiring or resigning will be relied upon to absorb the necessary reduction.

STEP 2: Part-time and probationary employees will be reduced before other employees.

STEP 3: Employees will then be reduced by classification in inverse order of seniority. The reduced employees shall have a right to bump into a previously held classification provided the employee has more seniority than another employee within that classification.

If the employee had no previous classifications or sufficient seniority to bump into the previous classification, the employee shall bump the lowest seniority employee in the home provided he/she has the qualifications to enter the job following the normal break-in period for such job.

After the number and names of the employees to be laid off has been determined by the Employer, it will notify the employees and the Union in writing. The layoff of each employee shall commence on the date specified by the Employer in the notice of layoff to the affected employee and to the Union. No such employee shall be precluded from securing other employment during such layoff.

- C. Employees will be recalled from layoff in inverse order of the layoff if qualified to fill the vacancies.
- D. An employee selected for recall will be informed by the employer of his/her

re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested, to the last known address of the employee in question as shown on the Employer's records. It shall be the responsibility of each employee on layoff to keep the Employer advised on his/her current address. Within ten (10) calendar days after an employee receives notice of the offer of re-employment, he/she must advise the Employer in writing that he/she accepts the position offered in such notice and he/she will be able to commence employment. Recall rights granted to an employee on layoff shall terminate upon employee failure to accept within ten (10) calendar days any position offered to him/her.

- E. Employees shall retain their rights to re-employment after a layoff for a period equal to their length of seniority at the time of layoff, or one (1) year, whichever is less
- F. Whenever a change in census necessitates a reduction in the work force, the Labor-Management Committee established in Article 27 of this contract shall devise guidelines for necessary re-assignments, shift changes, reduction in hours and/or layoffs. In the event there is a dispute from either labor or management which results in an impasse, the grievant may file a grievance under the balance of Article 18.

ARTICLE 19 - GRIEVANCE PROCEDURE

A grievance is a difference of opinion between an employee or a group of employees or between the County and the Union with respect to the meaning, interpretation or application of any term or terms of this Agreement. Labor and Management urge that the aggrieved employee and steward orally resolve the issue(s) with their immediate supervisors and department head without jeopardizing their rights under this section. If there is failure to obtain relief the grievance shall be handled in the following manner:

- STEP 1: The Union steward, with permission of the employee, or the individual employee, shall present the grievance in writing to the supervisor or department head within ten (10) working days of the date of the occurrence of events giving rise to the grievance or of when the employee should have had knowledge of its occurrence. The department head or supervisor shall respond to the Union steward or the employee in writing within five (5) working days.
- STEP 2: If a satisfactory settlement is not reached in Step "1" within five (5) working days, the Union may present the grievance to the

Administrator, who shall either (a) respond in writing within fourteen (14) days, or (b) arrange a meeting to take place within five (5) days with the Labor Management Committee at which time parties shall attempt to resolve the matter.

- STEP 3: If the grievance still remains unadjusted, it shall be presented by the Union steward to the designee of the County Board of Supervisors in writing within four (4) working days after the response of the Administrator is due. Management shall respond in writing to the Union Steward of the employee within four (4) working days of such grievance being presented or may arrange a meeting with the Labor Management Committee. Time limits may be extended by mutual consent.
- STEP 4: If the grievance is still unsettled, the Union steward may, within fifteen (15) days after the reply of the County Board of Supervisors or their designee is due, by written notice to the Employer, request arbitration. The arbitrator to be selected by the parties within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Iowa PERB shall be requested by either or both parties to provide a panel of five (5) arbitrators. One of the parties shall have the right to strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this Agreement. However, he/she shall have no power to change or amend the terms, conditions or application of this Agreement or those made supplementary hereto. The decisions reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date of the hearing and arguments terminate. Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties involved. However, each party shall be responsible for compensating its own representative and witnesses. Failure on the part of the Employer or the Union to make timely filing or appeal except for Step "1" of the procedure, shall cause the grievance to progress to the next step.

One steward at a time shall be granted reasonable time without loss of pay to discuss potential grievances or to process grievances, provided the steward requests permission from his/her supervisor in advance. Such permission will

not be unreasonably withheld. The Union shall have a grievance committee of three (3) members and will be granted necessary time without loss of pay to attend scheduled third step grievance meetings.

Employment conditions jeopardizing the employee's health and safety shall be proper subjects for the grievance procedure.

ARTICLE 20 - UNION BULLETIN BOARDS

- A. The Employer agrees to furnish and maintain a suitable bulletin board at the time clock to be used by the Union.
- B. The Union shall limit its postings of notices to the bulletin board.

ARTICLE 21 - NO STRIKES OR LOCKOUT

The parties agree that there shall be no lockout or strikes in contravention of the Iowa Public Employment Relations Act of 1974.

ARTICLE 22 DISCIPLINE AND DISCHARGE

- A. Disciplinary action shall normally include the following steps except in cases of more serious offenses which justify deviation from the steps stated below:
 - 1. Oral Reprimand (Notice to be documented in writing)
 - 2. Written Reprimand (Notice to be given in writing)
 - 3. Suspension (Notice to be given in writing)
 - a. Suspension may be time off without pay or written notice
 - 4. Discharge (Notice to be given in writing)
- B. Disciplinary action may be imposed upon an employee only for work related offenses. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure.
- C. If the Employer has reason to reprimand an employee, the Employer shall make every effort to do so in a manner that will not embarrass the employee before other employees or the public.
- D. The Employer shall not discharge any employee without just cause. The employee and his/her steward will be notified in writing that the employee has been discharged.

- E. The Union shall have the right to take up the discharge as a grievance at the 3rd step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.
- F. Employees shall not be demoted for disciplinary reasons. However, they may be reassigned to another job within their capabilities if their job performance would seriously affect the operation of the facility or the welfare of the patients. Before any formal action is taken by the Employer, a review shall take place with the Labor Management Committee.
- G. An employee who fails to report to work for three (3) scheduled days within a 12-month period without informing the Employer shall be considered discharged. If extenuating circumstances might have prevented the employee from contacting the Employer, he/she should notify the employer and due consideration will be given for those reasons.

ARTICLE 23 - NON-DISCRIMINATION

- A. The parties agree that they shall not discriminate against any employee in violation of applicable State or Federal Law, order or regulation.
- B. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 24 - UNION ACTIVITIES

- A. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES: The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives shall be allowed a reasonable amount of time to:
 - 1. Post Union Notices;
 - 2. Transmit communication authorized by the local union or its officers, to the Employer or his/her representative.
- B. VISITS BY UNION REPRESENTATIVES: Authorized representatives of the Union shall be permitted to visit the premises of the Employer and confer with representatives of the Employer. If such Union representatives desire to confer with a Union Steward or an employee, he/she must first notify the department head and secure his/her permission. Permission will be granted if such conference will not interfere with the normal operations of the Department.
- C. The Union shall provide the Home Administrator with a written list of union stewards which shall be updated as needed.

ARTICLE 25 - EDUCATION COURSES

- A. All refresher, orientation, or in service courses required by the Employer or by state or federal regulations shall be at no cost to the employee. Additionally, all employees shall be compensated at their current rate of pay for time spent attending such courses. Employee in-service attendance requirements will be outlined in the facility In-Service Education Attendance Policy.
- B. Registered nurses and licensed practical nurses shall be entitled to up to three (3) days paid leave annually to attend continuing education workshops in order to maintain licenses, provided said courses are work-related and pre-approved by the Administrator. One day of the three days may be home study. The other two must be workshop situations. None of the three days may be taken on weekends or holidays.
 - 1. Paid leave for continuing education workshops shall not be utilized to extend vacation.
 - 2. Documentation of attendance at continuing education workshops shall be required prior to the employee receiving paid leave.

ARTICLE 26 - SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section or portion thereof directly specified in the decision upon the issuance of such decision; the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 27 - LABOR-MANAGEMENT COMMITTEE

The Employer and the Union agree to conduct a Labor-Management meeting as often as necessary. The purpose of the meeting will be to afford labor and management a forum in which to communicate on items that may be of interest to both parties. The Committee shall meet at a mutually agreeable time and place, during working hours, and without loss of pay

ARTICLE 28 - INSURANCE

- A. **ACCIDENTAL DEATH AND DISABILITY:** All permanent full-time employees shall be provided a \$10,000 accidental death and disability policy. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period. Coverage under this section shall be for the employee

only.

- B. **HEALTH INSURANCE:** All permanent full-time employees shall have the option to choose from single or family health insurance coverage provided below. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period.
1. Fully funded health insurance coverage for hospitalization, medical, surgical, major medical, prescription drugs, and optical benefits. The Employer shall pay the full cost of a single or family health, dental and accidental death and disability policies, if coverage is selected under this section.
 2. Health Maintenance Organization coverage benefits determined and provided by the Employer. The Employer shall pay up to the amount provided employees selecting coverage under the fully funded coverage above for single or family health, dental, and accidental death and disability policies, if coverage is selected under this section. Costs in excess of the amounts provided for fully funded insurance, for coverages elected under this section, shall be paid by the employee.
- C. **DENTAL INSURANCE:** All permanent full-time employees shall be provided single or family dental insurance coverage. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period.

ARTICLE 29 - GENERAL

- A. **WORK RULES:** The Employer has the right to establish reasonable work rules which shall not be arbitrary or capricious.
- B. **EMERGENCY TELEPHONE CALLS:** Emergency calls will be relayed as soon as possible to the employee receiving such calls, providing the caller identifies himself/herself and the nature of the emergency.
- C. **PERSONNEL FILES:** Upon request by an employee or steward (with written authorization of the employee) the Employer shall provide opportunity to review the employee's personnel file.
- D. **PHYSICAL EXAMINATIONS:** The Employer shall provide required exams through the designated occupational health vendor for employees without health insurance coverage. Employees with health insurance will use their own physician for required health exams. The Employer will provide reasonable notice to the employee when required exams are due.

ARTICLE 30 - TRADING TIME

An employee shall have the right to change a work day with another employee upon their mutual agreement and with the approval of the department head/designated representative. Such changes of work days will not result in overtime compensation that would not have normally been paid. The County will not be responsible for enforcing any agreements between employees. The exchange is not for the purpose of engaging in outside employment. Trades with other employees shall be limited to twelve (12) in a calendar year. Trades may only take place between employees of equal classifications.

ARTICLE 31 - EMPLOYEE/PATIENT RELATIONSHIPS

Both the Union and the Employer recognize their duty to provide the best possible care, physical and emotional, for the residents they serve. The Employer agrees, therefore, to make training programs available, on work time, dealing with all facets of patient care.

Conflicts between employees and residents shall be reviewed by the Labor/Management Committee before the Employer takes any disciplinary action against the employee.

ARTICLE 32 - DURATION OF CONTRACT

This Agreement shall be binding on both parties and shall commence on July 1, 2005, and shall remain in full force and effect through June 30, 2008 with the exception of collective bargaining on health insurance and an across the board wage settlement to be in effect July 1, 2006 and July 1, 2007.

Notice of intent to negotiate a succeeding Agreement to become effective on July 1, 2006 shall be given after August 15, 2005, but not later than October 31, 2005 for the purpose of negotiating the above terms.

Notice of intent to negotiate a succeeding Agreement to become effective on July 1, 2007 shall be given after August 15, 2006, but not later than October 31, 2006 for the purpose of negotiating the above terms.

In the event one of the parties desires to otherwise alter, amend or change this Agreement, and proper notice is given, but agreement between the parties to the proposed alteration, amendment or other change is not reached prior to the expiration date of this Agreement, it shall remain in full force and effect until the parties shall agree to the proposed alteration, amendments or other changes.

SIGNATORY CLAUSE

DATED THIS 20TH DAY OF JUNE, 2005

FOR DUBUQUE COUNTY:

Donna L. Smith
Donna L. Smith, Chairperson,
Dubuque County Board of Supervisors

Darlene Millard, Adm
Darlene Millard, Sunnycrest Manor
Administrator

Mary Ann Specht
Mary Ann Specht, Dubuque County
Personnel Director

FOR THE UNION:

Tom Anthony
Tom Anthony, A.F.S.C.M.E.
Representative

Joe Henry
Joseph Henry, President, Local 2843

ATTEST:

Denise M. Dolan
Denise M. Dolan, County Auditor

SUNNYCREST MANOR
WAGE PLAN
Fiscal Year 2006

	Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RN		16.26	16.96	17.72	18.49	19.20	19.91
LPN		14.61	15.00	15.66	16.41	17.15	17.56
Maint.Wkr. Painter	11.52	12.29	12.72	13.38	13.96	14.88	15.05
Env. Ser. Lead Wkr/ Nutrition Sup.	9.82	10.58	11.10	11.68	12.25	12.89	13.34
Transp.Clk, RCNA Ward Clerk, CMA,CNA RTT	9.90	10.28	10.75	11.23	11.73	12.27	12.65
Floor Care	9.21	9.89	10.39	10.90	11.51	12.00	12.40
PICNA Cook	9.44	10.07	10.53	10.90	11.63	12.05	12.43
PI Act. Aide	8.99	9.71	10.11	10.59	11.12	11.63	12.02
Floor Care Asst./Non-Cert. PI/ Serv.Tech. Env.Service Wkr. Nutrition Wrk.	7.77	8.33	8.73	9.14	9.58	10.06	10.39

INDEX

BEREAVEMENT LEAVE	14
CLEAN-UP TIME	4
DISCIPLINE AND DISCHARGE	27
DUES CHECKOFF	2
DURATION OF CONTRACT	30
EDUCATION COURSES	28
EMPLOYEE BENEFIT ELIGIBILITY	5
EMPLOYEE/PATIENT RELATIONSHIPS	30
EMPLOYEES	
PERMANENT FULL-TIME EMPLOYEES	5
PERMANENT PART-TIME EMPLOYEES:	5
TEMPORARY EMPLOYEES	6
GENERAL	29
GRIEVANCE PROCEDURE	24
HOLIDAYS	8
HOURS OF WORK	3
INSURANCE	
ACCIDENTAL DEATH AND DISABILITY	28
DENTAL INSURANCE	29
HEALTH INSURANCE	29
JOB POSTINGS:	20
LABOR-MANAGEMENT COMMITTEE	28
LEAVE OF ABSENCE	
EDUCATION	16
JURY DUTY	15
MILITARY LEAVE	16
NOTIFICATION	17
PAID	15
TO VOTE IN AN ELECTION	15
UNION BUSINESS LEAVE	16
UNPAID	16
MANAGEMENT RIGHTS	2
MATERNITY LEAVE	18
MILITARY LEAVE	16
NON-DISCRIMINATION	27
OVERTIME	7
PART-TIME EMPLOYEES	5
BEREAVEMENT LEAVE	6
HOLIDAYS	5
PERSONAL DAY	6
SICK LEAVE	6
VACATIONS	6
PERSONAL DAYS	9

PROBATIONARY PERIOD	20
RECOGNITION	1
REDUCTION IN FORCE	23
REPORT AND CALL-IN	19
REST PERIODS:	4
SAVINGS CLAUSE	28
SENIORITY	19
SEPARATION FROM EMPLOYMENT	20
SICK LEAVE	
ALLOWANCE	13
NOTIFICATION AND DOCTOR'S CERTIFICATE	14
SPECIAL ACCUMULATION	13
SIGNATORY CLAUSE	31
STATUS CHANGE	6
STRIKE - LOCKOUT	26
TEMPORARY JOB OPENINGS	22
TRADING TIME	30
UNION	
ACTIVITIES ON EMPLOYER'S TIME & PREMISES	27
BULLETIN BOARD	26
BUSINESS LEAVE	16
VISITS BY UNION REPRESENTATIVES	27
VACATION	10
WAGE PLAN	
PAY PERIOD	18
SHIFT DIFFERENTIALS	18
TIME CARDS	19
WAGE SCHEDULE	18
WAGES	18
YEARLY INCREASES	19

July 1, 2007 Trough June 30, 2008

APPENDIX "B"

WAGE SCHEDULE (HOURLY)

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
*Deputy Sheriff	17.61	18.16	18.66	20.77	22.85		
CLERK II	13.76	14.03	14.47	14.86	15.28	15.69	16.49
CLERK III	14.36	14.59	15.02	15.42	15.86	16.27	16.68
CLERK IV	15.29	15.50	15.78	16.35	16.78	17.20	17.63
COOK	11.06	11.41	11.95	12.39	12.82		
MAINTENANCE	14.60	15.33	16.10	16.90	17.75		
CUSTODIAN	11.67	12.39	13.13	13.86	14.58		

* Denotes civil service classification

New employees will start at Step 1. Six (6) and twelve (12) months after being placed in a classification, a new employee will advance to the next step in the classification. Thereafter, the employee will advance to the next step each twelve (12) months until the maximum step is reached.

An employee promoted to a step other than the starting step, shall advance to the next step upon the satisfactory completion of a three (3) month probationary period. Thereafter, the employee shall advance to the next step each twelve (12) months until the maximum step is reached.

Maintenance & Custodian employees will start at Step 1 and will advance every six (6) months to the next highest step.